

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re:)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,)	Chapter 11
)	
Debtors.)	Jointly Administered
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ORDER UNDER 11 U.S.C. §§ 105(a) AND 365(a) AND (f), FED. R. BANKR. P. 6006 AND 9014 AND LOCAL BANKRUPTCY RULE 6006-1 AUTHORIZING ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS

Upon the motion (the “Motion”) of the Debtors¹ for entry of an order (the “Order”), pursuant to sections 105(a) and 365(a) and (f), of title 11 of the United States Code, as amended (the “Bankruptcy Code”) and rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), authorizing the assumption and assignment of the contracts identified on Exhibit 1 annexed hereto (the “Executory Contracts”) as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and grant the requested relief in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed the Motion and the Declaration of Matthew Detwiler in support of the Motion; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and all parties in interest; and it appearing that proper and adequate notice of the Motion

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

has been given and that no other or further notice is necessary; and the legal and factual bases set forth in the Motion establish just and sufficient cause to grant the requested relief herein; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY FOUND, DETERMINED, AND ORDERED THAT:

1. The Motion is GRANTED.
2. Pursuant to Sections 365(a) and (f) of the Bankruptcy Code and Bankruptcy Rules 6006 and 9014, the Debtors' assumption and assignment of the Executory Contracts identified on Exhibit 1 annexed hereto is approved.
3. The assumption and assignment of any Executory Contracts is subject to the Debtors' right to remove any Executory Contract from Exhibit 1, no later than two business days prior to the Closing Date of the Platform Sale or the Closing Date of the Whole Loan Sale, as applicable (the "Contract Designation Deadline"), in which case the Executory Contract shall cease to be an Executory Contract,. The counterparty to such removed Executory Contract shall be promptly furnished with notice of such removal.
4. Removal of any Executory Contract on or before the Contract Designation Deadline will not constitute a rejection of such Executory Contract and neither the Debtors nor Ocwen nor Berkshire will be liable for rejection damages.
5. The assumption and assignment of any Executory Contract not removed by the Debtors from Exhibit 1(a) as of the Contract Designation Deadline shall be effective as of the Closing Date of the Platform Sale.

6. The assumption and assignment of any Executory Contract not removed by the Debtors from Exhibit 1(b) as of the Contract Designation Deadline shall be effective as of the Closing Date of the Whole Loan.

7. The assumption and assignment to Ocwen of any Executory Contract shall be subject to and governed by the terms of the *Order Under 11 U.S.C. §§ 105, 363, and 365 and Fed. Bankr. P. 2002, 6004, 6006, and 9014 (I) Approving (A) Sale of Debtors' Assets Pursuant to Asset Purchase Agreement with Ocwen Loan Servicing, LLC; (B) Sale of Purchased Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (C) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Thereto; (D) Related Agreements; and (II) Granting Related Relief* [Docket No. 2246].

8. The assumption and assignment to Berkshire of any Executory Contract shall be subject to and governed by the terms of the *Order Under 11 U.S.C. §§ 105, 363, and 365 and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014 (I) Approving (A) Sale of Debtors' Assets Pursuant to Asset Purchase Agreement with Berkshire Hathaway, Inc.; (B) Sale of Purchased Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests; and (C) Related Agreements; and (II) Granting Related Relief* [Docket No. 2247].

9. The Debtors are hereby authorized to execute and deliver all instruments and documents, and take all other actions, as may be necessary or appropriate to implement and effectuate the relief granted in this Order.

10. Entry of this Order is without prejudice to the rights of the Debtors, including, but not limited to, the right to seek further, other, or different relief regarding the Debtors' executory contracts and unexpired leases pursuant to, among other things,

section 365 of the Bankruptcy Code. Notwithstanding the relief granted herein and any actions taken hereunder, nothing in the Motion or this Order shall constitute, nor is it intended to constitute: (i) an admission as to the validity or priority of any claim against the Debtors; (ii) a waiver of the Debtors' rights to dispute any claim; or (iii) an assumption or adoption of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code.

11. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Dated: February 7, 2013
New York, New York

/s/Martin Glenn
MARTIN GLENN
United States Bankruptcy Judge

Exhibit 1 to the Order

Schedule of Executory Contracts

Debtor Entity	Contract Name	Series	Shelf	Counterparty	Cure Amount	Counterparty / Investor Address
Residential Funding Company	MGIC 2007-RP2 MGIC Policy #22-4004-1209 03/09/2007	2007-RP2	RAMP	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2007-RP2 MGIC Policy #22-4004-1209 detail 09/09/2007	2007-RP2	RAMP	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2007-RP2 MGIC Policy #22-4004-1209 Termletter 09/09/2007	2007-RP2	RAMP	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2002-KS2 PolGar(MGIC Master Policy) 5/9/2007	2007-RP3	RAMP	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2002-KS3 PolGar(MGIC Master Policy) 5/9/2007	2007-RP3	RAMP	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2002-KS3 Term Letter MGIC 5/9/2007	2007-RP3	RAMP	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2002-KS5 PolGar(MGIC Master Policy) 5/9/2007	2007-RP3	RAMP	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2002-KS7 PolGar(MGIC Master Policy) 5/9/2007	2007-RP3	RAMP	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2002-KS2 PolGar(MGIC Master Policy) 6/8/2007	2007-RP4	RAMP	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2002-KS5 PolGar(MGIC Master Policy) 6/8/2007	2007-RP4	RAMP	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2002-KS7 PolGar(MGIC Master Policy) 6/8/2007	2007-RP4	RAMP	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2002-KS2 PolGar(MGIC Master Policy) 4/10/2007	2007-SP1	RAMP	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2002-KS3 PolGar(MGIC Master Policy) 4/10/2007	2007-SP1	RAMP	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2002-KS3 Term Letter MGIC 4/10/2007	2007-SP1	RAMP	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2002-KS5 PolGar(MGIC Master Policy) 4/10/2007	2007-SP1	RAMP	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2002-KS7 PolGar(MGIC Master Policy) 4/10/2007	2007-SP1	RAMP	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2007-SP1 MGIC Policy #22-4004-1209 04/10/2007	2007-SP1	RAMP	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2007-SP1 MGIC Policy #22-4004-1209 detail 04/10/2007	2007-SP1	RAMP	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2007-SP1 MGIC Policy #22-4004-1209 Termletter 04/10/2007	2007-SP1	RAMP	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2003-KS1 MGIC Term Letter 10/9/2007	2007-SP3	RAMP	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2003-KS1 PolGar(MGIC Master Policy) 10/9/2007	2007-SP3	RAMP	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2003-KS2 Commitment loan lists I-IV 10/9/2007	2007-SP3	RAMP	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2003-KS2 PolGar(MGIC Master Policy) 10/9/2007	2007-SP3	RAMP	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202

Debtor Entity	Contract Name	Series	Shelf	Counterparty	Cure Amount	Counterparty / Investor Address
Residential Funding Company	MGIC 2003-KS7 PolGar(MGIC Master Policy) 10/9/2007	2007-SP3	RAMP	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2003-KS8 PolGar(MGIC Master Policy) 10/9/2007	2007-SP3	RAMP	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2002-KS2 PolGar(MGIC Master Policy)	Inventory (PIA)	Inventory	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2002-KS3 PolGar(MGIC Master Policy)	Inventory (PIA)	Inventory	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2002-KS5 PolGar(MGIC Master Policy)	Inventory (PIA)	Inventory	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2002-KS7 PolGar(MGIC Master Policy)	Inventory (PIA)	Inventory	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2003-KS1 MGIC Term Letter 01/20/2003	Inventory (PIA)	Inventory	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2003-KS1 PolGar(MGIC Master Policy) 01/01/2003	Inventory (PIA)	Inventory	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2003-KS2 PolGar(MGIC Master Policy) 03/01/2003	Inventory (PIA)	Inventory	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2003-KS7 PolGar Commitment Certificate (MGIC) 08/28/2003	Inventory (PIA)	Inventory	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2003-KS7 PolGar Letter agreement(MGIC) 08/01/2003	Inventory (PIA)	Inventory	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2003-KS8 PolGar Commitment Certificate (MGIC) 09/29/2003	Inventory (PIA)	Inventory	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	MGIC 2003-KS8 PolGar Letter agreement(MGIC) 09/18/2003	Inventory (PIA)	Inventory	MGIC	\$0.00	270 E. Kilbourn Ave., Milwaukee, WI 53202
Residential Funding Company	PMI 2001-KS2 Bulk Primary First Lien MP-RFC 6/28/2001	2001-KS2	RASC	PMI	\$0.00	3003 Oak Road, Walnut Creek, CA 94597
Residential Funding Company	PMI 2001-KS2 PMI Term letter 6/28/2001	2001-KS2	RASC	PMI	\$0.00	3003 Oak Road, Walnut Creek, CA 94597
Residential Funding Company	PMI 2001-KS3 Bulk Primary First Lien MP-RFC 9/26/2001	2001-KS3	RASC	PMI	\$0.00	3003 Oak Road, Walnut Creek, CA 94597
Residential Funding Company	PMI 2004-KS7 Bulk Primary First Lien MP-RFC 7/29/2004	2004-KS7	RASC	PMI	\$0.00	3003 Oak Road, Walnut Creek, CA 94597
Residential Funding Company	PMI 2004-KS7 PolGar Letter agreement(PMI) 7/29/2004	2004-KS7	RASC	PMI	\$0.00	3003 Oak Road, Walnut Creek, CA 94597
Residential Funding Company	PMI 2004-KS9 Bulk Primary First Lien MP-RFC 9/29/2004	2004-KS9	RASC	PMI	\$0.00	3003 Oak Road, Walnut Creek, CA 94597
Residential Funding Company	PMI 2004-KS9 PolGar Letter agreement(PMI) 9/29/2004	2004-KS9	RASC	PMI	\$0.00	3003 Oak Road, Walnut Creek, CA 94597
Residential Funding Company	RADIAN Mortgage Pool Insurance Policy R0039-01-8 RFMSII 2001-HS3 9/27/2001	2001-HS3	RFMSII	Radian Insurance, Inc.	\$0.00	1601 Market Street, Philadelphia, PA 19103
Residential Funding Company	Thomson Reuters Order Form and Statement of Work 1/13/2012	N/A	N/A	Thomson Reuters	\$0.00	610 Opperman Drive, P.O. Box 64833, St Paul, MN 55164-1803
GMACM	Thomson Reuters Order Form and Statement of Work 1/13/2012	N/A	N/A	Thomson Reuters	\$0.00	610 Opperman Drive, P.O. Box 64833, St Paul, MN 55164-1803

Debtor Entity	Contract Name	Series	Shelf	Counterparty	Cure Amount	Counterparty / Investor Address
Residential Funding Company	Union Bank of CA Client Contract 01-22-04	Sub Servicer	N/A	Union Bank, N.A	\$0.00	8155 Mercury Court MC 904, San Diego, CA, 92111
Residential Funding Company	Wells Fargo BAFC 2005-3 RFC AAR 5/27/2005	2005-BAFC-3	Private	USBank	\$0.00	60 Livingston Ave., St. Paul, MN 55107
Residential Funding Company	SB Finance NIM Trust 06-KS5 Co-Administration 8/22/2006	2006-NIM-KS5	NIM	USBank	\$0.00	60 Livingston Ave., St. Paul, MN 55107

Debtor Entity	Contract Name	Counterparty	Cure Amount	Counterparty Address
GMAC Mortgage, Corp.	Celink Subservicing Agreement, September 15, 2005	Celink	\$0.00	3900 Capital Building Boulevard Lansing, Michigan 48906
Residential Funding Company	NCMC Newco Inc Client Contract 2002* *The Debtors reserve their right to argue that this agreement was superseded in its entirety by "NCMC Newco Inc Client Contract 12-21-04"	PNC Bank N.A.	\$0.00	3232 Newmark Drive Mail Stop B6- YM14-01-7, Miamisburg, OH, 45342